

02/24/2022

☐ [Cert Serv of Interrog Filed](#)

CERTIFICATE OF SERVICE

Filed By: STEVEN MILTON HAMBURG

On Behalf Of: BEXTERMUELLER NEWS DISTRIBUTORS, INC. ET AL., TEEP ENTERPRISES, INC., GLENDEN P EDDINGS JR, TOM RICHARDS JR, BRIAN TAYLOR, DOYLE UNDERWOOD, JY DISTRIBUTORS

02/18/2022

☐ [Jury Trial Scheduled](#)

Scheduled For: 08/29/2022; 9:00 AM; MICHAEL FRANCIS STELZER; City of St. Louis

02/09/2022

☐ [Summons Issued-Circuit](#)

Document ID: 22-SMCC-636, for ST LOUIS POST DISPATCH LLC

☐ [Summons Issued-Circuit](#)

Document ID: 22-SMCC-635, for PULITZER INC.

☐ [Summons Issued-Circuit](#)

Document ID: 22-SMCC-634, for LEE ENTERPRISES MISSOURI INC.,

☐ [Summons Issued-Circuit](#)

Document ID: 22-SMCC-633, for LEE ENTERPRISES INC.,

02/08/2022

☐ [Confid Filing Info Sheet Filed](#)

Filed By: STEVEN MILTON HAMBURG

☐ [Note to Clerk eFiling](#)

Filed By: STEVEN MILTON HAMBURG

☐ [Pet Filed in Circuit Ct](#)

Petition.

Filed By: STEVEN MILTON HAMBURG

On Behalf Of: BEXTERMUELLER NEWS DISTRIBUTORS, INC. ET AL., TEEP ENTERPRISES, INC., GLENDEN P EDDINGS JR, TOM RICHARDS JR, BRIAN TAYLOR, DOYLE UNDERWOOD, JY DISTRIBUTORS

☐ [Judge Assigned](#)

**IN THE CIRCUIT COURT FOR THE CITY OF ST. LOUIS
STATE OF MISSOURI**

BEXTERMUELLER NEWS)	
DISTRIBUTORS, INC.)	
TEEP ENTERPRISES, INC.,)	
GLENN EDDINGS,)	
TOM RICHARDS,)	
BRIAN TAYLOR,)	
DOYLE UNDERWOOD,)	
JY DISTRIBUTORS, LLC,)	Case No.
)	
Plaintiffs,)	Division
)	
vs.)	
)	
LEE ENTERPRISES, INC.)	
SERVE REGISTERD AGENT AT:)	
Secretary of State)	
600 West Main)	
Jefferson City, MO 65102)	
)	
LEE ENTERPRISES MISSOURI, INC.)	
SERVE REGISTERD AGENT AT:)	
CSC-Lawyers Incorporating Service)	
Company)	
221 Bolivar)	
Jefferson City, MO 65101)	
)	
)	
PULITZER, INC.)	
SERVE REGISTERD AGENT AT:)	
CSC-Lawyers Incorporating Service)	
Company)	
221 Bolivar)	
Jefferson City, MO 65101)	
)	
)	
ST. LOUIS POST-DISPATCH, LLC)	
SERVE REGISTERD AGENT AT:)	
CSC-Lawyers Incorporating Service)	
Company)	
221 Bolivar)	
Jefferson City, MO 65101)	
)	
Defendants.)	

PETITION

Comes Now Plaintiffs, by and through counsel, Steven M. Hamburg, P.C. and Steven M. Hamburg, and for their causes of action against the Defendants, state as follows:

ALLEGATIONS COMMON TO ALL COUNTS

1. Individual Plaintiffs are residents of the State of Missouri and plaintiff corporations and limited liability companies are organized under the laws of Missouri and are engaged in the business of home delivery of St. Louis Post-Dispatch newspapers to customers who reside on certain routes within certain prescribed geographic territories they purchased.

2. Defendants Lee Enterprises, Inc., (“Lee Enterprises”) and Lee Enterprises Missouri, Inc. (“Lee Enterprises Missouri”) are foreign corporations, are authorized to transact business the state of Missouri.

3. Defendant Pulitzer Inc. (“Pulitzer”) is a foreign corporation, authorized to do transact business in the state of Missouri.

4. Defendant St. Louis Post-Dispatch, LLC is a foreign limited liability company and is the Publisher of the Post-Dispatch and has assumed all responsibilities and obligations under certain home delivery agreements.

5. Venue is proper in the City of St. Louis because Defendants maintain an office in the City of St. Louis and all agreements referred to herein, whether oral or in writing, were made in the City of St. Louis.

6. Each of the Plaintiffs has an agreement with the Defendants for the delivery of the St. Louis Post-Dispatch newspaper, and other products, if any, specified in said Agreements through the St. Louis Metropolitan area (“Home Delivery Agreements.”)

7. All of the Home Delivery Agreements were entered into while the St. Louis Post-Dispatch was owned and operated by Pulitzer Publishing Co. or Lee Enterprises; however, on May 1, 2000, Pulitzer, Inc. along with its then current partners Pulitzer Technologies, Inc., (a wholly owned subsidiary) and The Herald Company (an unaffiliated New York entity), entered into an agreement under which the three companies contributed to St. Louis Post Dispatch LLC substantially all of their tangible and intangible assets relating to the St. Louis Post-Dispatch newspaper, including their rights and responsibilities with all of the newspaper carriers.

8. Upon information and belief, St. Louis Post-Dispatch LLC, controls, and manages the St. Louis Post-Dispatch and assumed all rights and responsibilities and obligations under the Home Delivery Agreements as well as its distribution and delivery and is the successor in interest to all prior owners of the St. Louis Post-Dispatch who exercised the same ownership, control, and management.

9. Lee Enterprises and the St. Louis Post-Dispatch, LLC are responsible for the liabilities and obligations of all prior owners of the St. Louis Post-Dispatch companies, including liabilities and obligations contained within the Home Delivery Agreements.

10. Article 9(a) of the written Home Delivery Agreements and terms agreed to orally when not in writing related to the Agreement remaining in effect until the “Publisher” ceases operations and that all rights and obligations of the Agreements apply to each successor or assigns.

11. Since May 1, 2000, St. Louis Post-Dispatch, LLC is the successor and assigns of Pulitzer, Inc and is a proper party in a suit relating to the Home Delivery Agreements and is the “Publisher” of the St. Louis Post-Dispatch newspaper and has not ceased operations in regard to the St. Louis Post-Dispatch newspaper.

12. Missouri law is settled that plaintiffs have a proprietary interest in their newspaper delivery routes within specified geographic territories acquired by assignment or otherwise.

COUNT I BREACH OF CONTRACT

13. Plaintiffs re-state and reallege all allegations set out in paragraphs 1 through 12 hereof.

14. Article 7 of the Home Delivery Agreement recognizes each Plaintiffs' exclusive home delivery rights to delivery of the St. Louis Post-Dispatch and its products for their newspaper delivery routes within the specified geographic territories.

15. Article 7 of the Home Delivery Agreement obligates Lee Enterprises to "not terminate such territorial rights or aid, abet or assist in the creation of other delivery systems or distributors within all of any part of the territory set forth in Exhibit C, except in accordance with paragraph 9 hereof."

16. No term of paragraph 9 under the facts and circumstance relevant hereto impact the restrictions on Lee Enterprises set forth above.

17. Certain Plaintiffs and Lee Enterprises, or its assignors, at the time they acquired the right to delivery rights for a route without a written Home Delivery Agreement, agreed that Lee Enterprises would not terminate a such Plaintiff's territorial rights or aid, abet or assist in the creation of other delivery systems or distributors within all or any part of their territory.

18. Lee Enterprises and St. Louis Post-Dispatch, LLC have breached the Home Delivery Agreements, including but not limited to paragraphs 5 and 7, by aiding, abetting and assisting in the creation of a system of e-delivery of the St. Louis Post-Dispatch newspaper for delivery of the newspaper to customers who reside within the Plaintiffs' territories.

19. Plaintiffs have fully performed the terms of the Home Delivery Agreements.

20. As a direct and proximate result of the actions of the Defendants, each of the Plaintiffs have suffered damages in excess of \$25,000.00.

21. Plaintiffs demand a jury trial.

**COUNT II--BREACH OF IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING**

22. Plaintiffs reallege and incorporates by reference the allegations in paragraphs 1 through 21 as if fully set out herein.

23. The Home Delivery Agreements are valid and enforceable contracts between Plaintiffs and Defendants.

24. Under the Agreements, Defendants have an implied obligation to not interfere with, prevent, or hinder the performance by Plaintiffs and Plaintiffs' obligations under the Home Delivery Agreements.

25. Defendants, without justification or privilege, breached their covenant of good faith and fair dealing implied in the Agreements by, among other things, improperly interfering with Plaintiffs' business of home delivery of St. Louis Post-Dispatch newspapers and by establishing a new delivery system in their territories with absolutely no compensation to the Plaintiffs.

COUNT III – TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY

26. Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 25 as if fully set out herein.

27. Plaintiffs have a valid business expectancy in its on-going business, including the home delivery of St. Louis Post-Dispatch newspapers.

28. Defendants have knowledge of Plaintiffs' valid business expectancy in its ongoing business of home delivery of St. Louis Post-Dispatch newspapers.

29. Defendants intentionally interfered with Plaintiffs' business expectancies by among other things creating a new delivery system of the newspaper in the Plaintiff's geographic areas and territories.

30. Defendants' actions were a deliberate and intentional attempt to cause harm to the goodwill and business reputation of Plaintiffs and to, among other things, decrease the value of their newspaper delivery routes for which they paid valuable consideration.

31. Defendants took affirmative actions to interfere with Plaintiffs' business expectancies, and but for Defendants' actions, Plaintiffs would have realized the expectancies in its continued business, including the past, present and future values of Plaintiffs' delivery routes.

32. Defendants' intentional interference with Plaintiffs' business expectancies was without justification or excuse in that Defendants were motivated by the improper motive to harm Plaintiffs, and as a result of Defendants' conduct, Plaintiffs have been damaged.

33. Defendants' conduct was outrageous due to their improper motive or reckless indifference to the Plaintiffs' rights thereby justifying an award of punitive damages in an amount to punish Defendants and to deter others from like conduct.

COUNT IV--MALICIOUS TRESPASS TO PERSONALTY
(VIOLATION OF MO. REV. STAT. § 537.330)

34. Plaintiffs reallege and incorporates by reference the allegations in paragraphs 1 through 33 as if fully set out herein.

35. Plaintiffs have proprietary interests in and are the owners of their routes within geographic territories on which they deliver St. Louis Post-Dispatch newspapers, the goodwill

and their business reputations (collectively hereinafter, the "Plaintiffs' Property"). The Plaintiffs' Property is the valuable personal property of Plaintiffs.

36. Defendants' actions were malicious and wanton, and a deliberate and intentional attempt to damage the Plaintiffs' Property.

37. Defendants' actions were without justification or excuse in that Defendants were motivated by the improper motive to harm Plaintiffs and render their routes valueless and to trigger an arbitration to for Plaintiffs to give up their routes.

38. As a result of Defendants' conduct, the value of the Plaintiffs' Property has been damaged.

39. Defendants' conduct was outrageous due to its improper motive or reckless indifference to the rights of Plaintiffs thereby justifying an award of double the amount of damage to the value of the Plaintiffs' Property as provided by statute.

COUNT V--PUNITIVE DAMAGES

40. Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 39 as if fully set out herein.

41. Defendants, prior to damaging the Plaintiffs Property, knew of Plaintiffs' rights in and to the Plaintiffs' Property.

42. Defendants knew that their actions in harming Plaintiffs were without just cause or excuse.

43. Defendants intended to do the acts complained of herein, and knew at the time of committing the acts complained of herein, that the acts were wrongful.

44. Defendants' actions in harming Plaintiffs were due to their improper motive or reckless indifference to the rights of Plaintiffs and sufficient to award punitive damages in an amount sufficient to punish Defendant and to deter them and others from like conduct.

PRAYER FOR RELIEF

WHEREFORE, for the foregoing reasons, Plaintiffs request this Court preliminarily and permanently enjoin Defendants from interfering with Plaintiffs' business operations and dealings; and, furthermore, Plaintiffs request this Court award damages including, but not limited to compensatory damages in an in excess of \$25,000.00, punitive damages, attorneys' fees and costs, and for such other relief as the Court deems just and proper.

Respectfully submitted,

STEVEN M. HAMBURG, P.C.

By: /s/ Steven M. Hamburg
Steven M. Hamburg, #27549
231 South Bemiston, Suite 1111
Clayton, MO 63105
Telephone: 314-725-8000
Facsimile: 314-726-5837
shamburg@smhpc-law.com

Attorneys for Plaintiffs



IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC00228	
Plaintiff/Petitioner: BEXTERMUELLER NEWS DISTRIBUTORS, INC. ET AL.	Plaintiff's/Petitioner's Attorney/Address STEVEN MILTON HAMBURG STEVEN M. HAMBURG, P.C. BEMISTON TOWER 231 SOUTH BEMISTON, STE 1111 CLAYTON, MO 63105	
Defendant/Respondent: LEE ENTERPRISES INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Breach of Contract	Please see the attached information for appearing via WebEx. WebEx connection information may also be found at http://www.stlcircuitcourt.com/	
		(Date File Stamp)

Summons in Civil Case

The State of Missouri to: LEE ENTERPRISES INC.

Alias:

SECRETARY OF STATE
600 WEST MAIN
JEFFERSON CITY, MO 65102

COLE COUNTY, MO

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

Due to COVID19 challenges, virtual appearances by Webex.com are also required until further order of this Court.

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of scheduled hearing.

February 9, 2022

Date

Clerk

Further Information:

Sheriff's or Server's Return**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- ☐ delivering a copy of the summons and petition to the defendant/respondent.
- ☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with _____, a person at least 18 years of age residing therein.

☐ (for service on a corporation) delivering a copy of the summons and petition to: _____ (name) _____ (title).

☐ other: _____

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server_____
Signature of Sheriff or Server**Must be sworn before a notary public if not served by an authorized officer:**

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____
Date_____
Notary Public**Sheriff's Fees, if applicable**

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC00228	
Plaintiff/Petitioner: BEXTERMUELLER NEWS DISTRIBUTORS, INC. ET AL.	Plaintiff's/Petitioner's Attorney/Address STEVEN MILTON HAMBURG STEVEN M. HAMBURG, P.C. BEMISTON TOWER 231 SOUTH BEMISTON, STE 1111 CLAYTON, MO 63105	
Defendant/Respondent: LEE ENTERPRISES INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Breach of Contract	Please see the attached information for appearing via WebEx. WebEx connection information may also be found at http://www.stlcircuitcourt.com/	
		(Date File Stamp)

Summons in Civil Case

The State of Missouri to: LEE ENTERPRISES MISSOURI INC .

Alias:

CSC LAWYERS INC SERVICE CO
221 BOLIVAR
JEFFERSON CITY, MO 65101

COLE COUNTY, MO

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

***Due to COVID19 challenges, virtual appearances by Webex.com are also required until further order of this Court. ***

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of scheduled hearing.

February 9, 2022

Date

Clerk

Further Information:

Sheriff's or Server's Return**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- ☐ delivering a copy of the summons and petition to the defendant/respondent.
☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with

_____, a person at least 18 years of age residing therein.

- ☐ (for service on a corporation) delivering a copy of the summons and petition to:

_____, (name) _____ (title).

☐ other: _____

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server_____
Signature of Sheriff or Server**Must be sworn before a notary public if not served by an authorized officer:**

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date_____
Notary Public**Sheriff's Fees, if applicable**

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC00228	
Plaintiff/Petitioner: BEXTERMUELLER NEWS DISTRIBUTORS, INC. ET AL.	Plaintiff's/Petitioner's Attorney/Address STEVEN MILTON HAMBURG STEVEN M. HAMBURG, P.C. BEMISTON TOWER 231 SOUTH BEMISTON, STE 1111 CLAYTON, MO 63105	
Defendant/Respondent: LEE ENTERPRISES INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Breach of Contract	Please see the attached information for appearing via WebEx. WebEx connection information may also be found at http://www.stlcircuitcourt.com/	
		(Date File Stamp)

Summons in Civil Case

The State of Missouri to: PULITZER INC

Alias:

CSC LAWYERS INC SERVICE
COMPANY 221 BOLIVAR
JEFFERSON CITY, MO 65101

COLE COUNTY, MO

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

***Due to COVID19 challenges, virtual appearances by Webex.com are also required until further order of this Court. ***

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of scheduled hearing.

February 9, 2022

Date

Clerk

Further Information:

Sheriff's or Server's Return**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

☐ delivering a copy of the summons and petition to the defendant/respondent.☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with

_____, a person at least 18 years of age residing therein.

☐ (for service on a corporation) delivering a copy of the summons and petition to:

_____, (name) _____ (title).

☐ other: _____

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server_____
Signature of Sheriff or Server**Must be sworn before a notary public if not served by an authorized officer:**

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

Notary Public**Sheriff's Fees, if applicable**

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC00228	
Plaintiff/Petitioner: BEXTERMUELLER NEWS DISTRIBUTORS, INC. ET AL.	Plaintiff's/Petitioner's Attorney/Address STEVEN MILTON HAMBURG STEVEN M. HAMBURG, P.C. BEMISTON TOWER 231 SOUTH BEMISTON, STE 1111 CLAYTON, MO 63105	
Defendant/Respondent: LEE ENTERPRISES INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Breach of Contract	Please see the attached information for appearing via WebEx. WebEx connection information may also be found at http://www.stlcitycircuitcourt.com/	
		(Date File Stamp)

Summons in Civil Case

The State of Missouri to: ST LOUIS POST DISPATCH LLC	
CSC LAWYERS INC SERVICE COMPANY 221 BOLIVAR JEFFERSON CITY, MO 65101	Alias: COLE COUNTY, MO
COURT SEAL OF CITY OF ST LOUIS	<p>You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.</p> <p>***Due to COVID19 challenges, virtual appearances by Webex.com are also required until further order of this Court.***</p> <p>If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of scheduled hearing.</p> <p>February 9, 2022</p> <p>_____ Date</p> <p>_____ Clerk</p> <p>Further Information:</p>

Sheriff's or Server's Return**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- ☐ delivering a copy of the summons and petition to the defendant/respondent.
- ☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with _____, a person at least 18 years of age residing therein.
- ☐ (for service on a corporation) delivering a copy of the summons and petition to: _____ (name) _____ (title).
- ☐ other: _____

Served at _____ (address)
 in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server_____
Signature of Sheriff or Server**Must be sworn before a notary public if not served by an authorized officer:**

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____
Date_____
Notary Public**Sheriff's Fees, if applicable**

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	
Supplemental Surcharge	\$ 10.00
Mileage	\$ _____ (_____ miles @ \$ _____ per mile)
Total	\$ _____

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

**IN THE CIRCUIT COURT FOR THE CITY OF ST. LOUIS
STATE OF MISSOURI**

BEXTERMUELLER NEWS
DISTRIBUTORS, INC., et. al

Plaintiffs,

vs.

LEE ENTERPRISES, INC., et. al.

Defendants.

)
)
)
)
)
)
)
)
)
)
)

Case No. 2222-CC00228

Division

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of *Plaintiff's First Set of Interrogatories and Requests to Produce Documents Directed to Defendants* was sent by electronic mail, in WORD format, to attorneys for the Defendants this 24th day of February, 2022.

Respectfully submitted,

STEVEN M. HAMBURG, P.C.

By: /s/ Steven M. Hamburg
Steven M. Hamburg, #27549
231 S. Bemiston Ave. Suite 1111
Clayton, MO 63105
Telephone: 314-725-8000
Facsimile: 314-726-5837
shamburg@smhpc-law.com

CERTIFICATE OF SERVICE

The undersigned does hereby certify that and accurate copy of the foregoing was served on all parties of record in accordance with the electronic filing system of the State of Missouri on this 24th day of February, 2022.

/s/ Steven M. Hamburg